

NOTICE OF CLASS ACTION SETTLEMENT:

TO: [first name] [last name]

RE: **Community Traffic Control, LLC class action settlement of claims for unpaid overtime wages**

*This is not a solicitation from a lawyer.
A Federal Court has authorized this Notice.*

If you worked as an hourly employee at Community Traffic Control, LLC at between June 2, 2013, through November 1, 2015, you may be entitled to additional compensation under this class action settlement. Your legal rights are affected whether you act upon this Notice, or you don't act. Please read this Notice carefully.

Your options in this Settlement are:	
Participate <u>only</u> in the Wisconsin state law settlement.	No action is required if you wish to be included in the settlement of <u>only</u> your Wisconsin state law claim for unpaid compensation. Your portion of the Rule 23 Settlement Fund is \$[dollar amount].
Participate in <u>both</u> the Wisconsin state law settlement and the FLSA Settlement.	If you wish to be included in settlement of both the Wisconsin state law claim and the FLSA claim and receive compensation associated with those claims, complete and return the enclosed Consent to Join form by [date 30 days after prelim approval] to opt-in to the FLSA portion of the settlement. Your portions of the Rule 23 Settlement Fund and the FLSA Settlement Fund total \$[dollar amount].
Exclude yourself and not participate in the settlement.	You will be unable to participate in this settlement, but you will retain any rights you may have against Community Traffic Control, LLC as to the claims in this case. See Section 8(c) below. You will receive no money from the Settlement Fund.
Object to the settlement.	Write the Court about why you do not like the Settlement Agreement. If you object, but do not exclude yourself, you will still be bound by the terms of the Settlement. See Section 8(d) below.
Attend the hearing.	Attend the fairness hearing to talk with the Court about the fairness of the settlement.

1. Why did I get this Notice?

You received this Notice because Community Traffic Control, LLC (“CTC”) records indicate that you were employed as an hourly employee at some time between June 2, 2013, through November 1, 2015, and you worked on a prevailing wage job.

The Court has authorized this Notice to you because you have the right to know about the proposed settlement of a class action lawsuit and about your options, before the Court decides whether to approve the Settlement Agreement. If the Court approves the Settlement Agreement, and after any objections or appeals are resolved, Class Counsel will mail the payments the Settlement Agreement provides for.

This notice provides you with important information about the lawsuit, the Settlement Agreement, your legal rights, and how you can benefit from or exclude yourself from the Settlement. **Regardless of your choice, it is important that you read this Notice.**

The Court in charge of this case is the United States District Court for the Eastern District of Wisconsin and the case is called *Demeuse v. Community Traffic Control LLC*, 2:16-cv-00651-PP. Please do not contact the Court or the Clerk if you have questions regarding this matter. See Section 10 below if you have questions or would like more information.

2. What is this lawsuit about?

Timothy Demeuse (the “Class Representative”), a former hourly employee of CTC, brought a complaint against CTC claiming that CTC failed to properly calculate the overtime rate for him, and CTC’s other hourly employee, when prevailing wage work was performed. Specifically, the Class Representative alleged that CTC had a practice of calculating overtime only at time and one-half the shop rate, rather than a rate that accounted for the prevailing wage rate work performed.

3. Who is included in the Class?

All persons who work or have worked as an hourly employee on a prevailing wage job for CTC between June 2, 2013, through November 1, 2015.

4. What are the benefits and terms of the Settlement?

CTC has agreed to pay a total of \$82,750.00 (the “Settlement Fund”) to cover the claims of Class Members in this action, including attorneys’ fees, costs, incentive payments, unpaid wages, and liquidated damages. The complaint alleges violations of both state and federal law. The Settlement Fund will be split between the federal law FLSA Settlement Fund and the state law Rule 23 Settlement Fund. Assuming the Court approves the settlement, your portion of the Rule 23 Settlement Fund is

[\$[###,###.##] (before withholdings or deductions). Unless you exclude yourself from this settlement, you will receive this payment.

If you join the FLSA settlement class by signing and returning the enclosed Consent to Join form, you will receive an additional payment for your portion of the FLSA Settlement Fund in the amount of \$[###,###.##] (before withholdings or deductions) assuming the Court approves the settlement. You must sign and return the enclosed Consent to Join form by [DATE].

If you do not consent to join the FLSA settlement and you do not exclude yourself from the Wisconsin Law Rule 23 settlement, you will not receive your portion of the FLSA Settlement Fund and you will not be releasing your FLSA claims.

5. Do I have a lawyer in this case?

The Court has appointed Larry Johnson, Timothy P. Maynard, and Summer Murshid, of Hawks Quindel, S.C. as Class Counsel. They can be contacted at:

Larry Johnson
ljohnson@hq-law.com
Summer Murshid
smurshid@hq-law.com
Timothy P. Maynard
tmaynard@hq-law.com

Hawks Quindel, S.C.
222 East Erie Street, Suite 210
Milwaukee, WI 53201
Phone: 414-271-8650
www.hq-law.com

6. When is the Fairness Hearing?

The Court will hold a hearing on [DATE], at #:## p.m., to decide whether to approve this Settlement. This hearing will take place in Judge Pamela Pepper's courtroom located in Room 222 of the United States District Court for the Eastern District of Wisconsin, 517 E. Wisconsin Ave., Milwaukee, WI 53202. If you object to this Settlement, your objections will be considered at this hearing.

7. What happens if the Court approves the Settlement?

If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the litigation with prejudice on the merits as to all Class Members who do not exclude themselves. This means that Class Members who do not exclude themselves will be barred from bringing their own lawsuits under Wisconsin law for recovery against CTC for claims for unpaid overtime resulting from CTC's alleged practice of failing to properly calculate the overtime compensation rate for all overtime hours worked between June 2, 2013, through November 1, 2015. Class Members who validly and timely request exclusion from the Settlement will not release any Wisconsin state wage and hour claims, but you will not receive any compensation from the Rule 23 Settlement Fund.

Additionally, for those individuals who return Consent to Join forms, the Court will dismiss those individuals' FLSA claims with prejudice and on the merits. This means that Collective Class Members who return their Consent to Join forms will receive their portion of the FLSA Settlement Fund and be barred from bringing their own lawsuits under the FLSA for recovery against CTC for claims for unpaid overtime resulting from CTC's alleged practice of failing to properly calculate the overtime compensation rate for all overtime hours worked between June 2, 2013, through November 1, 2015.

8. What are my options regarding the Settlement?

a. Participate in the Rule 23 Class:

If you do nothing, you will be participating in the Rule 23 Class and receive a check totaling \$[##,###.##] (before withholdings or deductions). You will release any claims you have for unpaid wages from CTC which resulted from CTC's alleged practice of failing to properly calculate the overtime compensation rate for all overtime hours worked between June 2, 2013, through November 1, 2015.

b. Participate in the Rule 23 Class and the FLSA Class:

If you wish to join the FLSA Class, you must return your signed Consent to Join form to Class Counsel by [date 30 days from mailing]. By participating in both the Rule 23 Class and the FLSA Class, you will receive a check totaling \$[##,###.##] (before withholdings or deductions). You will release any claims you have for unpaid wages from CTC which resulted from CTC's alleged practice failing to properly calculate the overtime compensation rate for all overtime hours worked between June 2, 2013, through November 1, 2015.

Consent to Join forms should be returned by [DATE] to:

Larry A. Johnson
Hawks Quindel, S.C.
222 East Erie Street, Suite 210
Milwaukee, WI 53201
ljohnson@hq-law.com
www.hq-law.com

c. Request to be excluded:

If you exclude yourself, you will not receive any money from this Settlement. If you wish to exclude yourself from the Rule 23 Class, you must submit a written request for exclusion. To be effective, the request must include: (1) your full name; (2) your address and telephone number, (3) a specific statement that you wish to exclude yourself from this settlement; and (4) be signed by you.

Your exclusion must be received by Class Counsel at the address in Section 10(b) above by [date 30 days from mailing] to be effective. If you do request exclusion from this Settlement, you will not be bound by any final judgment and you will not be precluded from instituting an action against CTC for unpaid wages from CTC. CTC cannot retaliate against you for failing to exclude yourself from this matter.

d. Comment or object:

You may tell the Court what you think of this settlement by commenting or objecting to the terms of the Settlement in writing. If you object to the Settlement without excluding yourself as outlined in Section 10(c) above, and the settlement is approved, you will be bound by this action and you will not be able to bring your own lawsuit for unpaid wages against CTC. You may, but are not required to, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees and costs.

All comments or objections to the Settlement Agreement must be filed with the Court at the address identified in paragraph 6 above no later than [date 30 days from mailing]. Any objection must include: (1) your full name; (2) your address and telephone number, (3) a specific statement as to why you object to the Settlement accompanied by any legal or factual support of your objection; (4) you must indicate that you object to the Settlement in *Demeuse v. Community Traffic Control LLC*, 2:16-cv-00651-PP; (5) include a list of all persons who will be called as witnesses at the Fairness Hearing in support of your objection; (6) include a statement as to whether you intend to appear at the Fairness Hearing by counsel, and if so, who that counsel will be; and (6) be signed by you. If you fail to timely make your objection, you will be deemed to have waived your objection and you will waive your ability to appeal any determination made by the Court.

If you file an objection with the Court, you must also serve a copy of the objection upon Class Counsel at the address in Section 10(b), along with a copy to CTC's Counsel at the following information: Crivello Carlson, S.C., c/o Attorney Agatha K. Raynor, 710 North Plankinton Avenue, Suite 500, Milwaukee, WI 53203.

9. Retaliation is prohibited.

Regardless of what choice you make regarding participation in this settlement, CTC cannot terminate your employment, or treat you any differently because of your participation or exclusion from this settlement.

10. If you would like more information?

If you have additional questions or if you need additional information, please contact Class Counsel, Larry A. Johnson at Hawks Quindel, S.C. at 414-271-8650 or send correspondence to 222 East Erie, Suite 210, Milwaukee, WI 53201 or ljohnson@hq-law.com at your earliest convenience. A copy of the Complaint, the

settlement agreement in full, and any other documents are available upon request from Class Counsel.

CTC has been advised to direct any inquiries or questions from current or former employees who are class members to Larry Johnson.

**No inquiries regarding additional information
or advice should be directed to the Court.**

Dated: ##, 2017

**BY ORDER OF THE COURT
Clerk of Court**

CONSENT FORM

I hereby consent to make a claim against Community Traffic Control, LLC ("CTC"), and to join the FLSA Settlement Class, for unpaid wages including overtime compensation under the Fair Labor Standards Act in Case Number E.D. Wis. 2:16-cv-00651-pp.

I hereby authorize the filing, prosecution, and settlement of this Fair Labor Standards Act action in my name and hereby designate the Named Plaintiff, Timothy Demeuse, to make decisions on my behalf concerning this litigation, the method and manner of conducting this litigation, the entering of any agreements between Plaintiffs' Counsel concerning attorneys' fees and costs, settlement, and all other matters pertaining to this lawsuit.

Signature

[first name] [last name]

Date

Address

City, State, Zip

Telephone number

Email address

Fax, Mail or Email to:

Hawks Quindel, S.C.
Attn: Timothy P. Maynard
PO Box 442
Milwaukee, Wisconsin 53201
Fax: (414) 271-8442
Telephone: (414) 271-8650
Email: tmaynard@hq-law.com
www.hq-law.com